MEMORANDUM

Date: September 17, 2020

To: The Honorable Chairman and Members
Pima County Board of Supervisors

From: C.H. Huckelberry
County Administrator

Re: **September 15, 2020 Agenda Item 11 Regarding Board of Supervisors Policy C 6.3 - Anti-Racketeering Fund Appropriations by the County Attorney**

This item was continued by the Board of Supervisors to determine whether outside counsel, employed by the County, had reviewed these proposed indirect expenditures from the County Attorney's Anti-Racketeering Revolving Fund. I indicated these two expenditures were relatively small in volume and to have them reviewed would likely cost as much or more than the grants. In addition, after examining the historical reviews of J. Arthur Eaves, an attorney for Sanders + Parks, he reviewed and approved these same two categories of expenditures in February 2018.

Nothing has changed from 2018 to today and the expenditures are legal expenditures of the County Attorney based on the Anti-Racketeering Fund restrictions. Therefore, I ask the Clerk of the Board to place this item on the October 6, 2020 Board of Supervisors Meeting Agenda.

I recommend the proposed expenditures be approved by the Board of Supervisors.

CHH/anc

Attachments

c: Andrew Flagg, Chief Civil Deputy County Attorney

SEP 1 1:05P

Pima County Attorney's Office
32 North Stone Avenue
Suite 1400
Tucson, Arizona 85701-1412
Phone (520) 740-5600
Fax (520) 740-5585
www.pcao.pima.gov

Barbara LaWall
Pima County Attorney

MEMORANDUM

TO: C.H. Huckelberry
County Administrator

FROM: Barbara LaWall
County Attorney

DATE: August 31, 2020

RE: Indirect Expenditure from Anti-Racketeering Revolving Fund

---

I am submitting herewith, in compliance with Board of Supervisors Policy C 6.3, an application for indirect expenditures from the County Attorney's Anti-Racketeering Revolving Fund (ARRF) subaccount. The application includes a detailed description of the proposed indirect expenditure sufficient to show that the proposed use of monies from the Fund is authorized by Arizona state law and Board Policy. The application also includes a certification, signed by Chief Civil Deputy Andrew Flagg, stating that the proposed indirect expenditure is for a use authority by law and the Board Policy.

We are requesting your review of the application and submission to the Clerk of the Board for placement on an upcoming Board Agenda.

Arizona law permits the use of anti-racketeering funds for purposes permitted under federal law, including community-based nonprofits "whose stated missions are supportive of and consistent with a law enforcement effort, policy, and/or initiative." United States Dept. of Justice/ Dept. of Treasury, Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies, § V(B)(l)(k) (2018); see also A.R.S. § 13-2314.03(F). Each of the programs for which I am requesting approval qualifies for ARRF funding, as reflected in prior Board approvals.

It has been the policy of the County Attorney over the years to use anti-racketeering funds for programs that help reduce drug abuse and crime by providing assistance to victims of crime, drug treatment and substance abuse prevention, job-skills training, or youth programming and education. These efforts contribute to reduced drug abuse and crime, and therefore to reduced juvenile and adult incarceration.

I urge the Board to approve the attached indirect expenditure request to further this work of service to crime victims, drug treatment, and drug-abuse and crime prevention.

Enclosures

Attachment 1 - Children's Advocacy Center Community Organization Application
Attachment 2 - Memorandum from Chief Civil Deputy Andrew Flagg

C: Amelia Cramer, Chief Deputy
David Smutzer, Legal Administrator

ATTACHMENT 1

COMMUNITY ORGANIZATION APPLICATION
FOR FUNDING ASSISTANCE FROM PIMA COUNTY ANTI-RACKETEERING FUNDS

Community Organization: Children's Advocacy Center of Southern Arizona

Executive Director/Agency Head: Marie Fordney

Law Enforcement Agency: Pima County Attorney

Date August 6, 2020 Amount requested $5,000

The Pima County Anti-Racketeering Revolving Fund has been created by forfeiture of property that constituted the proceeds of crime or that was used or intended to be used to commit crime. **Use of the funds is restricted to law enforcement purposes**, however transfers to community-based programs, whose missions are supportive of and consistent with **a law enforcement** effort, policy, or initiative are permitted.

> NOTE: **A program may benefit the community generally, but still not qualify for Pima County Anti-Racketeering Revolving Fund funds.** To qualify, a program must specifically involve law enforcement personnel or otherwise include specific content which extends or enhances the efforts of law enforcement in the community, such as assisting victims of crime, preventing crime including by providing programs for at-risk youth, deterring crime, rehabilitation of offenders, emergency response by law enforcement, protecting people and property from crime, reducing the effects of crime, etc.

Describe the community-based program for which funds are being sought and how the program benefits the community:

The Children's Advocacy Center of Southern Arizona (SACAC) is a nationally accredited Child Advocacy Center that provides professionally coordinated services to support families during every phase of an investigation of crimes against children. It has a history of high quality service, long-standing community partnerships, deep collaboration with law enforcement, and ability to create sustainable change.

In coordinating its multidisciplinary team (MDT) response to crimes against children in Pima County, SACAC follows the Pima County Protocols for the Investigation of Child Abuse and Neglect ("The Protocols"), which were developed 1996 by a coalition of law enforcement, medical professionals, Child Protective Services and community members. These Protocols were part of the collaborative establishment of SACAC, which specializes in the collaborative investigation into and healing after crimes against children. Every case is handled in an integrated manner that involves all MDT partners throughout the healing process.

Although formal protocols and MDTs are common, SACAC is unique. Other MDTs experience friction when the goals of the Department of Child Safety (DCS) and law enforcement appear to conflict. In contrast, SACAC staff have experience in counseling, at DCS, and in law enforcement, and use this expertise to consistently find common ground. They are able to ensure that all partners support healing, justice, and safety as equal priorities.

Following the National Children's Alliance standards, SACAC's dedicated, certified professional staff provides a one-stop, child-friendly environment for:

- Collection of forensic evidence in suspected child maltreatment cases;
- Coordination of multi-disciplinary investigations;
- 24/7 availability for urgent cases, including pediatric sex abuse cases;
- Medical evidentiary consultations and courtroom testimony;
- Advocacy for child victims and their non-offending family members.

In FY 2019-2020, SACAC served 1,561 child victims and 1,883 caregivers, providing 994 forensic interviews, 115 forensic medical exams, and 22 medical evidentiary consultations.

Specifically, what law enforcement effort, policy, and/or initiative of this agency does this program support in this community?

SACAC is at the heart of the Pima County Protocols for the Multidisciplinary Investigation of Child Abuse. This protocol formalizes an agreement between law enforcement agencies in Pima County, Department of Child Safety, and the Pima County Attorney's office that recognizes the need for child abuse investigations to be conducted jointly and in a child sensitive environment to reduce trauma to the child victim and their family while ensuring a fair process for the accused. SACAC utilizes a collaborative model to allow partners to focus on their own role, knowing SACAC is there to ensure the family's needs are met. Advocates work to assess needs and coordinate services on an ongoing basis.

Describe in detail how this program is supportive of and consistent with this law enforcement agency's efforts, policies, and/or initiatives in the community. What elements of the program specifically enhance or extend the efforts of law enforcement in the community, and how does the program do this?

The work of SACAC supports law enforcement efforts to investigate child crimes in a manner that does not cause additional trauma to the child or family. By combining resources and partnering with SACAC, law enforcement also reduces its cost to conduct these investigations by reducing the time and staff needed to effectively interview and examine child victims. Without SACAC, child abuse interviews would be conducted by detectives and DCS investigators with minimal training and experience with child abuse interviewing and would occur at police or DCS facilities instead of at a child-centered advocacy center. Medical exams and collection of evidence would happen at impersonal emergency rooms by physicians with little expertise in identifying, documenting and collecting evidence of physical and sexual abuse. Non-offending family members would be left on their own to find appropriate counselling and other community services.

SACAC forensic interviewers are specially trained to conduct non-leading, neutral interviews of children that encourages the child to describe what happened in their own words. Interviews are recorded and court admissible under some circumstances. While the interview is taking place, law enforcement and case workers from the Department of Child Safety observe in a separate room. If needed, they can request that the interviewer ask additional questions or obtain clarifying information from the child. Having these professionals co-located in the Center's building eliminates the need for multiple interviews by different agencies and shuffling the child from one location to another, which can further traumatize the child victim. With the collaboration of these multiple agencies, children and their non-offending family members can take their first steps to healing and self-sufficiency when they leave the Center.

SACAC has employs Sexual Assault Forensic Examiners that also specialize in pediatrics, including nurses, nurse practitioners, and physicians. The Medical Director and Associate Directors are the only pediatricians in Southern Arizona that specialize in child abuse. This remarkable expertise assures our community's children receive the best care possible 24/7, and child abuse investigators receive the best evidence possible. These same experts are also available for law enforcement to provide consultations on cases referred for prosecution and expert medical testimony on cases pending prosecution, regarding interpretations of medical findings relating to child physical abuse and/or neglect, child sexual abuse, and sexual exploitation of minors.

After the interview and exam, children receive a snack or meal and enjoy age appropriate toys, games, and videos as the investigation unfolds. They receive crisis counselling through a partnership with Arizona's Children's Association/Las Familias, and children that must go into foster or group home care are given a backpack with several changes of clothing, nightclothes, personal care items, books, and other comfort items to make the transition a little easier.

SACAC also provides training for Pima County law enforcement and prosecutors. These trainings are conducted by experts working for SACAC, a partner agency, or an organization engaged for the purpose. Recent trainings have focused on basic child abuse recognition, proper scene processing, and recognizing/documenting unsafe conditions in the home. Additionally, all partners (law enforcement, DCS, prosecutors, mental health professionals) are invited to participate in monthly multi-disciplinary team meetings where the group conducts case reviews to identify strengths and weaknesses in the process, and discusses how to respond to relevant trends or challenges in the community.

As specifically as possible, please indicate how the funds requested will be used by this program (that is, to purchase supplies, equipment, and/or services; covering costs of participants or attendees; etc. Direct cash transfers or gifts are not permitted):

SACAC is requesting $5,000 to support technology needed to maintain successful operation and accurate data collection and reporting. This includes one replacement computer with accessories, IT fees for installation, monitoring, and repair, and software purchases, as outlined below:

Equipment
Small laptop computer = $800
Monitor = $150
Keyboard and mouse = $75
Docking station = $150
Total request for equipment = $1,075

IT Contractor
Annual monitoring fee (includes updates and virus protection) = $1,600
Initial set-up for a new computer = $600
Repair and troubleshooting @ $125/hour (based on average annual needs) = $1,500
Total request for IT Contractor = $3,700

Software
Microsoft license (purchased at nonprofit discount) = $78
Windows operating system (also at a discount) = $62
Project management software (a portion of the $800 annual subscription) = $85
Total request for Software = $225

Total request = $5,000

CERTIFICATION BY COMMUNITY ORGANIZATION APPLICANT

Applicants for funds must certify in writing the following aspects of its background and compliance with Arizona and federal law and Department of Justice guidelines:

I, the undersigned head of the applicant entity, certify that:

		Yes	No
A.	Applicant is a state, county, or local government department or agency; or applicant is a private, non-profit 501(c)(3) or (4) organization. Tax I.D. Number: 26-3208123	X	☐
B.	Applicant is primarily engaged in providing a program that is both community-based and supportive of and consistent with a law enforcement effort, policy, or initiative.	X	☐
C.	Applicant agrees to account separately for all anti-racketeering funds received.	X	☐
D.	Applicant agrees to utilize and apply standard accounting requirements and practices employed under state or local law for recipients of federal, state, or local funds and to provide documentation for any audit that may be performed by a governmental entity authorized to audit the use of such funds.	X	☐
E.	Applicant is in compliance with federal civil rights laws.	X	☐
F.	Applicant is in compliance with all other Arizona and federal laws that apply to applicant.	X	☐
G.	No officer, director, trustee, or fiduciary of the applicant has been convicted of a felony offense under federal or state law, or convicted of any drug offense.	X	☐
H.	Applicant agrees not to use funds for personal or political purposes.	X	☐
I.	Applicant agrees that funds will not be used for any purpose that would constitute an improper or illegal use under the laws, rules, regulations, or orders of the state or local jurisdiction in which the applicant is located.	X	☐

Marie Fordney
Print Name of Requesting Agency Director

Signature of Requesting Agency Director

I have reviewed the foregoing request, and based on the organization's certifications and the information provided by the organization, the recipient of the funds is a qualified entity and the program for which funds are sought is consistent with and supportive of a law enforcement effort, policy, and/or initiative of this agency. (If the funding is to be from DOJ equitable sharing sources, all additional requirements for use of such funds have also been fulfilled; Treasury funds may not be used for support of community-based programs.)

Barbara LaWall

Print Name of Chief Law Enforcement Officer

Barbara Lawall

Signature of Chief Law Enforcement Officer

Date 8/9/2020

ATTACHMENT 2

Pima County Attorney's Office

MEMORANDUM

TO: David Smutzer, Legal Administrator

FROM: Andrew L. Flagg, Chief Civil Deputy

DATE: 8/27/20

RE: Approval of purpose/use of distribution of Pima County Attorney anti-racketeering funds under state law

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I have reviewed the attached 8/25/20 request for approval of the purpose/use of funds held by the Pima County Attorney in its state sub-account of the Pima County Attorney's Anti-Racketeering Revolving Fund. The request is APPROVED for the reason that the description of the purpose/use appears consistent with the following purpose(s)/use(s) by state law:

☐ Funding a gang prevention program. A.R.S. § 13-2314.03(F).

☐ Funding a substance abuse education program. A.R.S. § 13-2314.03(F).

☑ Funding a program that provides assistance to victims of a criminal offense that is listed in A.R.S. §13-2301. A.R.S. § 13-2314.03(F).

☐ Funding for witness protection pursuant to A.R.S. § 11-536. A.R.S. § 13-2314.03(F).

☑ Funding the investigation and prosecution of any offense included in the definition of racketeering in A.R.S. §§ 13-2301(D)(4) or 13-2312, including civil enforcement. A.R.S. § 13-2314.03(F).

☑ Funding for a purpose permitted by federal law relating to the disposition of any property transferred to a law enforcement agency. A.R.S. § 13-2314.03(F). Reference: USDOJ/Treasury *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies*, (July 2018) (*Guide*), specifically subsec(s) 1(k) .

☑ These monies will provide support of a community-based program (*see* the *Guide*, section V.B.1.k. (July 2018)). The *Certification by Community Organization Applicant* and *Community Organization Application for Funding Assistance from Pima County Anti-Racketeering Funds* is attached.

☐ Funding to pay the costs of the reports and application and expenditure reviews and approvals required by A.R.S. § 13-2314.03. A.R.S. § 13-2314.03(F).

- [ ] Funds to pay expenses necessary to seize, detain, appraise inventory, protect, maintain, preserve the availability of, advertise or sell property that is subject to forfeiture; or any other necessary expenses incident to the seizure, detention, preservation or forfeiture of the property. A.R.S. § 13-4315(C)(1).

- [ ] Funding to pay awards for information or assistance which led to a civil or criminal proceeding under the Criminal Code. A.R.S. § 13-4315(C)(2).

- [ ] Funding to compromise and pay claims against forfeited property. A.R.S. § 13-4315(A)(5).

Notes/Special Instructions:

State funds; Southern Arizona Children's Advocacy Center

Pima County Attorney=s Office

M E M O R A N D U M

TO: Andrew Flagg, Chief Civil Deputy

FROM: David Smutzer, Legal Administrator DAS

DATE: August 25, 2020

RE: Request for approval of purpose/use of distribution of Pima County Attorney anti-racketeering funds

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Please review this description of purpose/use of funds held by the Pima County Attorney in the Pima County Attorney's Anti-Racketeering Revolving Fund.

Agency/Entity To Be Paid: Children's Advocacy Center Southern Arizona

Subaccount: Treasury ____ Justice ___ State ___X

Recurring distribution: ____

DESCRIPTION OF PURPOSE/USE OF DISTRIBUTION

This request is to provide Children's Advocacy Center of Southern Arizona $5,000 to support technology needed to maintain successful operations and accurate data collection and reporting (See Attached Application).

Please let me know if you have any questions. Thank you.

SEP 1 1:05PM

Pima County Attorney's Office
32 North Stone Avenue
Suite 1400
Tucson, Arizona 85701-1412
Phone (520) 740-5600
Fax (520) 740-5585
www.pcao.pima.gov

Barbara LaWall
Pima County Attorney

MEMORANDUM

TO: C.H. Huckelberry
County Administrator

FROM: Barbara LaWall
County Attorney

DATE: August 31, 2020

RE: Indirect Expenditure from Anti-Racketeering Revolving Fund

As you may know, the Pima County Attorney's Office has partnered with the Pima County Sheriff's Department, Tucson Police Department, and a number of nonprofit organizations to form the Risk Assessment Management and Prevention (RAMP) Coalition. The goals of the RAMP coalition are to reduce the frequency and severity of domestic violence, and to eliminate domestic-violence deaths, in Pima County.

The RAMP Coalition actively seeks grant funding to cover the costs of implementing of the Arizona Intimate Partner Risk Assessment Instrument System (APRAIS) and providing enhanced services to victims who are determined via the APRAIS instrument to be at elevated risk or high risk for serious physical injury or death. The attached Memorandum of Understanding (Attachment A) outlines the amounts that various members of the RAMP Coalition intend to contribute to pay for the services of a grant writer to seek and obtain grant funding. My Office will contribute $1,200 in 2020.

The attached Memorandum of Understanding explains that the funds are to be paid to Emerge! Center Against Domestic Abuse, and that Emerge! will use those funds along with other funds to contract directly with Raise the Bar Consulting, LLC, to provide grant-writing services to the RAMP Coalition.

These grant-writing services are well worth their modest cost. The RAMP Coalition has been able to leverage expenditures of less than $25,000 per year to produce grant funding in excess of $1 million. Each year's grant funding receipts have exceeded expenditures for grant prospecting and grant writing by at least 10 times.

I have determined that this contribution of $1,200 is an appropriate expenditure of funds

from the Pima County Attorney's Office subaccount of the Pima County Anti-Racketeering Revolving Fund (PCARRF). PCARRF funds may be expended, at the discretion of a law-enforcement agency's head, for any purpose permitted by federal law, A.R.S. § 13-2314.03(F), including specifically the services of a grant writer. See U.S. Dep't of Justice & U.S. Dep't of Treasury, Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies, § V(B)(1)(f) (July 2018).

Under A.R.S. § 13-2314.03(E) and Board of Supervisors Policy C 6.3, this proposed indirect expenditure must be presented to the Board of Supervisors, which must approve the expenditure if the purpose is authorized by A.R.S. § 13-2314.03, A.R.S. § 13-4315, or federal law.

I certify that this expenditure is for a use authorized by law and Board of Supervisors Policy C 6.3. In addition to the RAMP Coalition Memorandum of Understanding, I have also attached a memorandum signed by my Chief Civil Deputy (Attachment B) showing that the proposed expenditure is authorized by law.

These documents should provide sufficient information to permit you and the Board to verify that this $1,200 indirect expenditure is authorized by law. I am requesting your review of the application and submission to the Clerk of the Board for placement on an upcoming Board Agenda

Enclosures

Attachment 1 – RAMP Coalition Memorandum of Understanding
Attachment 2 – Memorandum from Chief Civil Deputy Andrew Flagg

C: Amelia Cramer, Chief Deputy
David Smutzer, Legal Administrator

from the Pima County Attorney's Office subaccount of the Pima County Anti-Racketeering Revolving Fund (PCARRF). PCARRF funds may be expended, at the discretion of a law-enforcement agency's head, for any purpose permitted by federal law, A.R.S. § 13-2314.03(F), including specifically the services of a grant writer. See U.S. Dep't of Justice & U.S. Dep't of Treasury, Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies, § V(B)(1)(f) (July 2018).

Under A.R.S. § 13-2314.03(E) and Board of Supervisors Policy C 6.3, this proposed indirect expenditure must be presented to the Board of Supervisors, which must approve the expenditure if the purpose is authorized by A.R.S. § 13-2314.03, A.R.S. § 13-4315, or federal law.

I certify that this expenditure is for a use authorized by law and Board of Supervisors Policy C 6.3. In addition to the RAMP Coalition Memorandum of Understanding, I have also attached a memorandum signed by my Chief Civil Deputy (Attachment B) showing that the proposed expenditure is authorized by law.

These documents should provide sufficient information to permit you and the Board to verify that this $1,200 indirect expenditure is authorized by law. I am requesting your review of the application and submission to the Clerk of the Board for placement on an upcoming Board Agenda

Enclosures

Attachment A – RAMP Coalition Memorandum of Understanding
Attachment B – Memorandum from Chief Civil Deputy Andrew Flagg

C: Amelia Cramer, Chief Deputy
David Smutzer, Legal Administrator

ATTACHMENT 1

2020 Updated Memorandum of Understanding among Pima County Attorney's Office; Emerge! Center Against Domestic Abuse; Southern Arizona Legal Aid; Pima County Sheriff's Department, Tucson Police Department, CODAC, and TMC Foundation.

This Memorandum of Understanding (MOU) documents the understanding among the Pima County Attorney's Office; Emerge! Center Against Domestic Abuse; Southern Arizona Legal Aid; Pima County Sheriff's Department, Tucson Police Department, CODAC, and TMC Foundation. collectively referred to as "Parties."

Recitals

A. The Risk Assessment Management and Prevention ("RAMP") coalition is an innovative collaboration among the Pima County Attorney's Office; Emerge! Center Against Domestic Abuse (Emerge); Southern Arizona Legal Aid; Step Up to Justice, Pima County Sheriff's Department, Tucson Police Department, numerous other smaller local and tribal law enforcement agencies, CODAC, and TMC Foundation. RAMP takes a multidisciplinary approach to the problem of domestic violence at each stage in the criminal justice process.

B. The goals of the RAMP coalition are to (1) reduce the frequency and severity of domestic violence in our community; and, (2) eliminate domestic violence deaths in Pima County.

C. In 2017 and 2018, the Pima County Attorney's Office has contributed approximately $50,000.00 to pay for Raise the Bar Consulting, LLC ("Raise the Bar") to fundraise for the RAMP coalition, including through grant prospecting and grant writing, to obtain private foundation funding and government grant funding to cover the costs of (1) implementation of the Arizona Intimate Partner Risk Assessment Instrument System ("APRAIS") and (2) and enhanced services to victims who are determined via the APRAIS instrument to be at elevated risk or high risk for serious physical injury or death.

D. The Pima County Attorney's Office ceased contracting with Raise the Bar to pay for RAMP coalition grant prospecting and grant writing effective February 1, 2019.

E. The Parties thereafter agreed to share payment of the costs associated with fundraising for the RAMP coalition and to have Emerge serve as its fiscal agent to contract directly with Raise the Bar on behalf of the RAMP coalition to continue the grant prospecting and grant-writing work by Raise the Bar under a new contract beginning in calendar year 2019.

Understanding

1. Raise the Bar Contract for Grant Writing

The parties have contracted with Raise the Bar for continued grant prospecting and grant-writing services on behalf of the RAMP coalition.

2. Fiscal Agent

Emerge! Center Against Domestic Abuse (Emerge) has been the fiscal agent for the RAMP coalition in regards to the contract with Raise the Bar and has collected funds from Southern Arizona Legal Aid; Pima County Sheriff's Department, Tucson Police Department, CODAC, and TMC Foundation for calendar years 2019-2020. Emerge will continue to be the fiscal agent, collecting funds from the agencies who have agreed to contribute.

3. Agency Contributions

Southern Arizona Legal Aid, Pima County Sheriff's Department, Tucson Police Department, CODAC, and TMC Foundation each contributed $4,167.00 to Emerge in 2019,and Emerge contributed $4,167.00 of its own funds in 2019. Emerge, Southern Arizona Legal Aid, Pima County Sheriff's Department, and Pima County Attorney's Office each will contribute $1,200 in 2020. Additionally, CODAC will contribute $1,200 in 2020. If fiscally able to do so, Tucson Police Department may contribute in 2020. Agencies may contribute additional funds in 2021.

The Pima County Attorney's Office has provided its staff to develop agendas, send out notices, coordinate attendance at meetings, and prepare minutes of meetings of the RAMP coalition beginning in October 2018 and will continue to do so.

4. Contract with Raise the Bar

Emerge will use the funds collected from Southern Arizona Legal Aid, Pima County Attorney's Office, Pima County Sheriff's Department, Tucson Police Department (if able to contribute), and CODAC, as well as its own contributed funds, to contract directly with Raise the Bar to continue to provide grant prospecting and grant-writing services on behalf of the RAMP coalition.

The contract will be for grant prospecting and grant-writing work to be completed in calendar years 2020 and 2021.

Any failure to perform by Raise the Bar should be covered by the contract between Emerge and Raise the Bar.

The Parties agree that, to save costs, Jennifer Tersigni will be the only representative from Raise the Bar who will charge any fee to attend RAMP coalition meetings going forward.

5. Reporting

Emerge will ensure that the contract between Emerge and Raise the Bar requires Raise the Bar to submit a report, upon request, to the coalition describing the services provided by Raise the Bar during the term of this MOU.

6. Miscellaneous

a. *Term*. This MOU is effective upon execution and, unless earlier terminated, remains in effect until January 1, 2021.

b. *Renewal*. The parties have the option to renew this MOU for an additional year.

c. *Amendment only by mutual agreement*. This MOU may be amended only by mutual written agreement of the Parties. This MOU may be amended or extended as among the Parties.

d. *Termination.* This MOU may be terminated in the event Emerge fails to timely contract with Raise the Bar. If the MOU is terminated for failure to timely contract, Emerge will return all unspent funds contributed by the Parties.

e. *Counterparts*. This MOU may be executed in one or more counterparts, and those counterparts will be considered as one executed MOU.

f. *Conflict of Interest*. This MOU is subject to A.R.S. § 38-511.

PIMA COUNTY ATTORNEY'S OFFICE

By:_____
Barbara LaWall
Pima County Attorney

EMERGE! CENTER AGAINST DOMESTIC ABUSE

By:_____
Ed Mercurio-Sakwa
CEO

SOUTHERN ARIZONA LEGAL AID

By:_____
Anthony Young
Executive Director

PIMA COUNTY SHERIFF'S DEPARTMENT

By:_____
Mark D. Napier
Pima County Sheriff

TUCSON POLICE DEPARTMENT

By:_____
Chris Magnus
Chief of Police

CODAC

By:_____
Dennis Regnier
President and CEO

TMC FOUNDATION

By:_____
Michael J. Duran, J.D.
TMC V.P. and Chief Development Officer

STEP UP TO JUSTICE

By:_____
Michelle Mirto
Executive Director

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PIMA COUNTY ATTORNEY'S OFFICE

By: Barbara LaWall
Barbara LaWall
Pima County Attorney

EMERGE! CENTER AGAINST DOMESTIC ABUSE

By:_____
Ed Mercurio-Sakwa
CEO

SOUTHERN ARIZONA LEGAL AID

By:_____
Anthony Young
Executive Director

PIMA COUNTY SHERIFF'S DEPARTMENT

By:_____
Mark D. Napier
Pima County Sheriff

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PIMA COUNTY ATTORNEY'S OFFICE

By:_____
Barbara LaWall
Pima County Attorney

EMERGE! CENTER AGAINST DOMESTIC ABUSE

By: E Mercurio-Sakwa 6/12/20
Ed Mercurio-Sakwa
CEO

SOUTHERN ARIZONA LEGAL AID

By:_____
Anthony Young
Executive Director

PIMA COUNTY SHERIFF'S DEPARTMENT

By:_____
Mark D. Napier
Pima County Sheriff

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c. *Amendment only by mutual agreement.* This MOU may be amended only by mutual written agreement of the Parties. This MOU may be amended or extended as among the Parties.

d. *Termination.* This MOU may be terminated in the event Emerge fails to timely contract with Raise the Bar. If the MOU is terminated for failure to timely contract, Emerge will return all unspent funds contributed by the Parties.

e. *Counterparts.* This MOU may be executed in one or more counterparts, and those counterparts will be considered as one executed MOU.

f. *Conflict of Interest.* This MOU is subject to A.R.S. § 38-511.

PIMA COUNTY ATTORNEY'S OFFICE

By:_____
Barbara LaWall
Pima County Attorney

EMERGE! CENTER AGAINST DOMESTIC ABUSE

By:_____
Ed Mercurio-Sakwa
CEO

SOUTHERN ARIZONA LEGAL AID

By:_____
Anthony Young
Executive Director

PIMA COUNTY SHERIFF'S DEPARTMENT

By:_____
Mark D. Napier
Pima County Sheriff

5. Reporting

Emerge will ensure that the contract between Emerge and Raise the Bar requires Raise the Bar to submit a report, upon request, to the coalition describing the services provided by Raise the Bar during the term of this MOU.

6. Miscellaneous

a. *Term.* This MOU is effective upon execution and, unless earlier terminated, remains in effect until January 1, 2021.

b. *Renewal.* The parties have the option to renew this MOU for an additional year.

c. *Amendment only by mutual agreement.* This MOU may be amended only by mutual written agreement of the Parties. This MOU may be amended or extended as among the Parties.

d. *Termination.* This MOU may be terminated in the event Emerge fails to timely contract with Raise the Bar. If the MOU is terminated for failure to timely contract, Emerge will return all unspent funds contributed by the Parties.

e. *Counterparts.* This MOU may be executed in one or more counterparts, and those counterparts will be considered as one executed MOU.

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CODAC

By:_____
Dennis Regnier
President and CEO

TMC FOUNDATION

By:_____
Michael J. Duran, J.D.
TMC V.P. and Chief Development Officer

STEP UP TO JUSTICE

By:_____
Michelle Mirto
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Michele Mirto
Executive Director

ATTACHMENT 2

Pima County Attorney's Office

MEMORANDUM

TO: David Smutzer, Legal Administrator

FROM: Andrew L. Flagg, Chief Civil Deputy

DATE: 8/10/20

RE: Approval of purpose/use of distribution of Pima County Attorney anti-racketeering funds under state law

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I have reviewed the attached 8/10/20 request for approval of the purpose/use of funds held by the Pima County Attorney in its state sub-account of the Pima County Attorney's Anti-Racketeering Revolving Fund. The request is APPROVED for the reason that the description of the purpose/use appears consistent with the following purpose(s)/use(s) by state law:

☐ Funding a gang prevention program. A.R.S. § 13-2314.03(F).

☐ Funding a substance abuse education program. A.R.S. § 13-2314.03(F).

☐ Funding a program that provides assistance to victims of a criminal offense that is listed in A.R.S. §13-2301. A.R.S. § 13-2314.03(F).

☐ Funding for witness protection pursuant to A.R.S. § 11-536. A.R.S. § 13-2314.03(F).

☐ Funding the investigation and prosecution of any offense included in the definition of racketeering in A.R.S. §§ 13-2301(D)(4) or 13-2312, including civil enforcement. A.R.S. § 13-2314.03(F).

☑ Funding for a purpose permitted by federal law relating to the disposition of any property transferred to a law enforcement agency. A.R.S. § 13-2314.03(F). Reference: USDOJ/Treasury *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies*, (July 2018) (*Guide*), specifically subsec(s) V(B)(1)(f) .

☐ These monies will provide support of a community-based program (*see* the *Guide*, section V.B.1.k. (July 2018)). The *Certification by Community Organization Applicant* and *Community Organization Application for Funding Assistance from Pima County Anti-Racketeering Funds* is attached.

☐ Funding to pay the costs of the reports and application and expenditure reviews and approvals required by A.R.S. § 13-2314.03. A.R.S. § 13-2314.03(F).

- [ ] Funds to pay expenses necessary to seize, detain, appraise inventory, protect, maintain, preserve the availability of, advertise or sell property that is subject to forfeiture; or any other necessary expenses incident to the seizure, detention, preservation or forfeiture of the property. A.R.S. § 13-4315(C)(1).

- [ ] Funding to pay awards for information or assistance which led to a civil or criminal proceeding under the Criminal Code. A.R.S. § 13-4315(C)(2).

- [ ] Funding to compromise and pay claims against forfeited property. A.R.S. § 13-4315(A)(5).

Notes/Special Instructions:

State funds; RAMP Coalition

Pima County Attorney=s Office

MEMORANDUM

TO: Andrew Flagg, Chief Civil Deputy

FROM: David Smutzer, Legal Administrator DAS

DATE: August 25, 2020

RE: Request for approval of purpose/use of distribution of Pima County Attorney anti-racketeering funds

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Please review this description of purpose/use of funds held by the Pima County Attorney in the Pima County Attorney's Anti-Racketeering Revolving Fund.

Agency/Entity To Be Paid: Children's Advocacy Center Southern Arizona

Subaccount: Treasury ____ Justice ___ State ___X

Recurring distribution: ____

DESCRIPTION OF PURPOSE/USE OF DISTRIBUTION

This request is to provide Children's Advocacy Center of Southern Arizona $5,000 to support technology needed to maintain successful operations and accurate data collection and reporting (See Attached Application).

Please let me know if you have any questions. Thank you.